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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**
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12 *In re:* EXXONMOBIL OIL
13 CORPORATION, *et al.*, SOUTHERN
14 CALIFORNIA BULK SALE
15 LITIGATION

Case No. 12-CV-04689-PA (VBKx)

16 **ORDER ON JOINT**
17 **STIPULATION TO AMEND**
18 **EXHIBIT B TO PROTECTIVE**
19 **ORDER**

DISCOVERY MATTER

Magistrate Judge: Victor B. Kenton
Courtroom: Courtroom 590

Complaint Filed: June 21, 2012
Trial Date: July 23, 2013

20 Pursuant to the parties' Joint Stipulation for Protective Order, **the Court**
21 **hereby orders as follows:**

22 Exhibit B to the Order on Joint Stipulation for Protective Order [Dkt. 201-1]
23 shall be amended to include, in addition to the items previously listed, the following:

24 1. Confidential:

- 25 a. Communications regarding Third Party Appraisals
26 b. Internal EMOC/EMC documents regarding how station rent is
27 calculated. which documents were not previously shared with the
28 Plaintiffs/dealers

1 c. Supply, Pricing, and Incentive Agreements, including, but not
2 limited to, any Incentive and Amortization Agreement,
3 Amendment to Incentive and Amortization Agreement, Complete
4 Contract of Sale Amendment, and Use Covenant and Agreement

5 2. Attorneys' Eyes Only:

6 a. Rent Calculation Worksheets, which contain station-specific sales
7 figures

8 Amended Exhibit B hereto shall replace the Exhibit B attached to the Order on
9 Joint Stipulation for Protective Order [Dkt. 201-1]. All Other terms of the Order on
10 Joint Stipulation for Protective Order shall remain the same.

11 **IT IS SO ORDERED.**

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13 Dated: February 14, 2013

14 /s/
Hon. Victor B. Kenton
United States Magistrate Judge

EXHIBIT A

I, _____, of _____ (address), declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the Court on _____ in the case of *In re: ExxonMobil Oil Corporation, et al., Southern California Bulk Sale Litigation*, Case No. CV12-04689-PA (VBKx). I agree to comply with and to be bound by all of the terms of this Stipulated Protective Order and understand and acknowledge that failure to comply could expose me to sanctions and/or punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the Court for the purpose of enforcing the terms of this Stipulated Protective Order for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Executed this ____ day of _____, 20__, at _____
 _____ [place].

Signature: _____

Name: _____

Address: _____

Party requesting that the above-signed person have access to

“CONFIDENTIAL” and/or “CONFIDENTIAL – ATTORNEY'S EYES ONLY”

AMENDED EXHIBIT B

The Stipulated Protective Order issued by the Court in the case of *In re: ExxonMobil Oil Corporation, et al., Southern California Bulk Sale Litigation*, Case No. CV12-04689-PA (VBKx) shall apply to oral, written, graphical and/or electronic information disclosed to another party hereto (the “Receiving Party”), including, but not limited to, documents disclosed as part of the disclosure process and/or disclosed as responses to discovery requests, including but not limited to, responses to requests for production of documents, answers to interrogatories, responses to requests for admissions, trial testimony, transcripts of trial testimony and depositions, which falls within the following categories:

1. Confidential:

- Third-Party Appraiser Work Papers
- EMOC/EMC Sale and Purchase Agreements Entered into by third parties
- Supply, Pricing, and Incentive Agreements, including, but not limited to, any Incentive and Amortization Agreement, Amendment to Incentive and Amortization Agreement, Complete Contract of Sale Amendment, and Use Covenant and Agreement
- Communications regarding Third Party Appraisals
- Internal EMOC/EMC documents regarding how station rent is calculated which documents were not previously shared with the Plaintiffs/dealers

2. Confidential - Attorneys’ Eyes Only:

- EMOC/EMC/Circle K Sale and Purchase Agreement
- Rent Calculation Worksheets, which contain station-specific sales figures

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3. Confidential - Litigation Information:

- Third-Party Appraisals
- Asset Ledgers